Kodak Alaris Operations Canada Inc.
End User Standard Maintenance Service Terms and Conditions

Kodak Alaris Operations Canada Inc. ("Kodak Alaris**")** and You, the Customer ("Customer") **enter into these Standard Maintenance Service Terms and Conditions (the "Agreement") and** agree that the following terms and conditions will apply to the provision of services by Kodak Alaris for the products defined below located in Canada and within 325 KMs of a Kodak Alaris service city.

Generally, the mainframe and all components of a Product (as defined herein) that are mechanically, electronically, or remotely interconnected must be inspected, tested and adjusted as one operating unit to diagnose and correct malfunctions effectively. Therefore, if a Product is covered under an Agreement, all interconnected components of that Product must also be covered by warranty or the same level of service that is provided under this Agreement.

The initial term of the Agreement between Customer and Kodak Alaris shall be for one year. Thereafter, the Agreement shall automatically renew at Kodak Alaris' then effective policies, support plans and current price schedule for successive twelve (12) month periods. The terms and conditions set forth below plus the description of services and charges contained in the Kodak Alaris invoice and the provisions of the Agreement shall govern the relationship between the parties. Any additional or inconsistent terms and conditions included in the Customer's purchase orders shall be deemed null and void and of no effect.

1 Products. Products covered by this Agreement are commercial office equipment manufactured by Kodak Alaris ("Kodak Alaris Products") or by Other Manufacturers ("OEM Products" and together with the Kodak Alaris Products, the "Products"), non-make or model specific, used by customers in an office environment.

2 Customer Responsibilities. Customer will designate an authorized representative for the purpose of interacting with Kodak Alaris' service personnel. The Customer representative and the Customer must:

a) provide initial problem-solving assistance to site users;
b) coordinate all requests for assistance and act as liaison with Kodak Alaris service personnel;
c) perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by Kodak Alaris;
d) maintain system and Product documentation and install software updates, maintenance upgrades and patches supplied by manufacturers;
e) perform preventative maintenance and error recovery procedures as defined in the individual Products' users manual;
f) supply consumable items (such as glass, lamps, feed rollers, Image Maintenance Kits, discs, paper, ribbons, print heads, print drum, developer or other components that are replaced due to normal wear and/or as specified in the relevant manufacturer's manual(s);
g) provide service personnel with immediate access to the Products when service is requested;
h) when necessary, supply and maintain a modem and communication software approved by Kodak Alaris which satisfies the respective manufacturer's Product specifications.
i) keep the site environmental ranges within the specifications set forth by the manufacturer of the relevant Product ;
j) provide continuous and appropriate resource availability during problem resolution.
k) handle, store, transfer and dispose of chemical solutions according to local environmental regulations.
l) have a telephone available in the work area

Note: Failure to meet these obligations may result, at Kodak Alaris' sole option, in the imposition of additional charges at prevailing Per-Call rates or immediate termination of this Agreement upon notice to Customer.

2.1 ***Customer Software.*** Prior to service commencing on computers with hard drives, Customer is responsible for creating a back-up copy of the file from the hard drive. Kodak Alaris is only responsible for formatting (if required) and transferring those files deemed necessary for formatting as more precisely outlined in the Kodak Alaris formatting procedures for specific Products. Customer is responsible for restoring data. Kodak Alaris shall not be held liable for any damages arising from or relating to the loss of data, any software or any other information contained on a computer or similar device, or contained in or stored on a Product.

2.2 ***Product Condition.*** Customer warrants that the Product covered by this Agreement (a) is in proper operating condition, (b) is without any unauthorized modifications, (c) has all safety features in working condition, and (d) has been maintained in accordance with manufacturer's Product performance specifications. Kodak Alaris reserves the right to inspect the Product and site installation to confirm that Products meet those conditions. At Kodak Alaris' discretion, the inspection and any repairs necessary to bring the Product up to those conditions shall be treated as Per-Call Service. If at any time Customer fails to maintain the Product in proper operating condition as described above, Kodak Alaris may cancel this Agreement immediately upon written notice to Customer.

3 **How to Obtain Service**. In order to obtain service, Customer must call Kodak Alaris' Customer Support Center and provide the Product's K-number or serial number, which number shall be located on the respective Product(s).

CANADA (except Toronto and the Province of Quebec): **1-800-268-1567**
TORONTO **(416) 766-8400**
PROVINCE OF QUEBEC **1-800-268-1534**

4 Types of Service.

4.1 ***Telephone Support.*** Kodak Alaris will provide toll-free telephone support between 8:30 a.m. and 5:00 p.m., Monday through Friday, Customer local time.

4.2 ***On-Site Service***. Kodak Alaris will provide on-site service between 8:30 a.m. and 5:00 p.m., Monday through Friday, Customer local time. On-Site Service includes adjustments and/or replacement of parts required to maintain the Product operating consistently within individual manufacturer's published specifications**.**

4.3 ***Periodic Maintenance***. Periodic Maintenance ("PM") services will consist of routine maintenance services required to keep the Products in proper operating condition. Additional scheduled PMs may be purchased to supplement coverage.

4.4 ***Extended Hours*****.** Depending on local service capabilities, available extended hour plans include 5-, 6-, and 7-day, 8-, 16-, and 24-hour options at additional cost. Kodak Alaris will use commercially reasonable efforts to provide for service outside of Agreement Hours as shown below. Any such service performed will be billed at prevailing Kodak Alaris Per-Call Overtime rates.

4.5 ***Holidays*****.** Service will not be provided on locally observed holidays. Service is available on a best efforts basis at prevailing Per-Call Holiday rates.

4.6 ***Response Time:*** Kodak Alaris' objective is to provide service during Kodak Alaris' normal working hours, within the following time frames:

Kodak Product with the exception of Analog

Distance from Kodak Alaris Service City	Normal Working Hours*	Off Hours
Zone 1 (0 to 80 Kms)	4 Hours	6 Hours
Zone 2 (81 to 160 Kms)	6 Hours	8 Hours
Zone 3 (161-325 Kms)	12 Hours	Next day**

OEM Product and Kodak Analog products

Distance from Kodak Alaris Service City	Normal Working Hours*	Off Hours
Zone 1 (0 to 80 Kms)	8 Hours	8 Hours
Zone 2 (81 to 160 Kms)	16 Hours	16 Hours
Zone 3 (161-325 Kms)	24 Hours	48 Hours*

OEM Product Priority

Distance from Kodak Alaris Service City	Within Agreement Hours
Zone 1 (0 to 80 Kms)	4 Hours
Zone 2 (81 to 160 Kms)	N/A
Zone 3 (161-325 Kms)	N/A

* usually Monday – Friday between 8:30 a.m. and 5:00 p.m.
** subject to availability of transportation

Kodak Alaris will use its best commercial efforts to meet its response time objectives, provided however Kodak Alaris is not liable for any failure to do so.

4.8 **Advanced Unit Replacement ("AUR") Support (if applicable).** In some cases, if Kodak Alaris determines a Product is not operating consistently within manufacturer's specifications, Kodak Alaris will provide next day AUR subject to availability of courier service. The replacement Product will perform at the minimum specifications of the current Product, but may not be the exact make and model. When AUR support is necessary, Kodak Alaris will ship the replacement unit to Customer's location, transportation prepaid. Upon delivery of a replacement unit, Customer must place the malfunctioning unit in the shipping case, apply the labels enclosed in the shipping case and call the carrier for pickup within 5 business days after receiving the AUR. Kodak Alaris will pay the return transportation charges. If Customer does not return the malfunctioning unit within 10 business days after receipt of the AUR, Customer will be invoiced the list price of the unit and shall immediately pay such invoice.

4.9 **Depot Service (if applicable).** If Kodak Alaris determines the Product is not operating consistently within manufacturer's specifications, Kodak Alaris will instruct the Customer regarding shipment of the Product to Kodak Alaris for repair. Kodak Alaris will repair the Product and return the Product to Customer.

4.10 **Software Product.**

a) Kodak Alaris will provide Maintenance Upgrades, Software Patches and telephone assistance of a technical nature on ***licensed Kodak Alaris Software Product*** only. Kodak Alaris may issue Maintenance Upgrades or Patches and/or provide for on-site services necessary to correct errors that significantly affect software performance in accordance with Kodak Alaris' Software Product operating specifications. Unless Product documentation states otherwise, support will be provided for the current and previous Version Release of the ***licensed Kodak Alaris Software Product.*** For ***licensed Kodak Alaris Software Product,*** maintenance Upgrades and Patches are at no charge and include one copy of the user's manual and/or changes.

b) Kodak Alaris reserves the right to develop new features and functionality improvements, which will be offered to Customers as Version Releases under a separate price schedule.

c) Kodak Alaris will provide the same revision level of firmware and/or drivers on any replacement hardware part or subsystem (drives, library controller, etc) within the library, during a "break fix" service call. Kodak Alaris will not provide direct software/firmware patches and upgrades for **OEM Products**, including patch analysis, recommendation, management and implementation of software, patches, drivers, and firmware versions for tape storage products and/or systems.

d) All software and/or changes are subject to the terms and conditions of the Kodak Alaris Software License Agreement that was in effect at the time the software is licensed from Kodak Alaris. License Terms are applicable as long as the software is being used, even if maintenance services are no longer available.

e) Some Kodak Alaris Software Products are licensed under a Renewable Software License Agreement which includes an annual license fee that grants Customer a "Right to Use" the software and to receive the maintenance services defined above as long as maintenance services are available. Customer shall refer to the applicable software license to determine its exact rights.

4.11 **Parts.** Items as referenced in the manufacturer's manual(s) required to maintain Products operating consistently with manufacturer's published specifications may not be included in this Agreement and will be invoiced separately. Parts or components replaced by Kodak Alaris will be either new or remanufactured to manufacturer's new product standards. Parts removed from the system and replaced at no charge become the property of Kodak Alaris. NOTE: If Kodak Alaris determines that Parts, service publications or technical support needed to maintain or repair equipment are not available, Kodak Alaris will issue a prorated credit for any remaining prepaid coverage under this Agreement.

5 **Property of Kodak Alaris**. Maintenance material, tools, documentation, diagnostics and test equipment provided by Kodak Alaris shall remain the exclusive property of Kodak Alaris.

6. **Limitations**. The Services outlined in these terms are Kodak Alaris' only obligation. Kodak Alaris will not be responsible for any indirect, incidental, consequential or special damages arising under this Agreement, including but not limited to damages resulting from the sale, use, improper functioning or inability to use the Products and/or related software, regardless of the cause, nor will Kodak Alaris be responsible for damages of any nature that are not caused by Kodak Alaris or are caused by circumstances out of Kodak Alaris' control. Such damages for which Kodak Alaris will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the Product, cost of any substitute Product, facilities or services. This limitation of liability will not apply to claims for injury to persons or damage to tangible property caused by the sole negligence of Kodak Alaris or by persons under its complete direction or control.

7 This Agreement does not cover, and Kodak Alaris shall not be responsible for:

a) operating system services (e.g., database maintenance/recovery, product integration or application support);

b) system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database);

c) network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations);

d) consultation services;

e) version release or software support to other than licensed Kodak Alaris Software Products;

f) Product installation, set-up, configuration or other non-repair services;

g) cable and installation of cable runs or any acquisition of permits;

h) Customer training;

i) circumstances beyond Kodak Alaris' control (such as customer overriding, bypassing or defeating interlock switches on Products or devices sold by Kodak Alaris or any other 3rd party);

j) problems due to failure of Customer to conform to Kodak Alaris' site specifications provided in the user documentation, or provided by the manufacturer;

k) time spent in locating Product not at the specified location or waiting for Product availability;

l) relocation of Product or service associated with relocation;

m) seasonal hibernation (de-installation) and reactivation (re-installation);

n) service or parts associated with any unauthorized modifications, attachments or service;

o) rebuilding or reconditioning of Product;

p) misuse or abuse of Product; and/or

q) failure to follow Kodak Alaris' operating instructions or operating instructions provided by the manufacturer.

Kodak Alaris may provide, at its sole discretion, service in the above referenced situations under the Per-Call terms and at prevailing Per-Call rates.

8 **Confidentiality of Customer Data.** Kodak Alaris does not wish to receive any confidential information of Customer in the course of providing maintenance services, and Customer is expected to take all reasonable precautions to avoid disclosing any of its confidential information or that of its customers, employees or clients ("Confidential Information") to Kodak Alaris and its employees or contractors. However, in the event that Kodak Alaris' employees or contractors become exposed to Confidential Information, Kodak Alaris will ensure that such information is protected against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Kodak Alaris uses to protect its own information of a like nature.

9 **Cancellation.** Except as provided in Sections 2.0, 2.2, 4.10 and 4.11 above, this Agreement may be canceled by either Customer or Kodak Alaris upon 90 days prior written notice. An early cancellation fee equal to any discount received may apply for cancellation. Kodak Alaris will issue a prorated credit for any remaining prepaid Agreement coverage. Customer will be charged prevailing per-call rates for any service provided when Product is not covered by an Agreement.

10 **Taxes.** Sales and use taxes will be billed if applicable.

11 **Assignment.** This Agreement is not assignable without the prior written consent of Kodak Alaris, which consent will not be unreasonably withheld. The above notwithstanding and with notice to Kodak Alaris, Customer may assign the agreement without Kodak Alaris' consent to a successor in interest by way of merger, acquisition, change of control or other sale of all, or substantially all, the assets of Customer to which this agreement relates. Any attempt by Customer to assign this agreement in violation of this provision shall be null and void.

12 **Billing and Terms of Payment**. Commercial and some government billings are in advance and prices will vary depending upon billing arrangements (annual, quarterly, etc.) and a premium may apply. Where government arrears billing is available, billings occur at the end of the cycle.

Payment terms are net 30 days from date of invoice.

If payment has not been received by the due date, Kodak Alaris may, at its sole discretion,

(a) cancel the invoice for non-payment. If the invoice is cancelled for non-payment, Customer shall be liable for the greater of:
   (i) the prorated value of the annual service rate of the invoice or
   (ii) Per-Call charges for any service performed by Kodak Alaris,
   OR

(b) place the Customer on Service hold.

13 **Force Majeure.** With the exception of any payments due hereunder, neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of cause(s) beyond the control and without fault or negligence of the non-performing party. Such cause(s) may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics and unusually severe weather, material shortages, strikes or similar labor disruptions.

14 **Governing Law**. This Agreement will be governed by and construed in accordance with the substantive law of the Province of Ontario and the laws of Canada applicable therein.

15 **Additional Terms.** These terms may be amended or supplemented only by the express agreement of the parties, in writing and signed by each party.

16 **Language of the Agreement.** The Parties hereto specifically require that this Agreement, and all notices and other documents related hereto be drawn in the English language.

Les parties ci-jointes, exigent et acceptant par les présentes, que ce contrat et tous avis ou documents relatifs ou requis pare les présentes, soient rédigés en langue anglaise.